

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

**SASOF III (B) AVIATION
IRELAND DAC,**

Plaintiff,

V.

**NATIONAL AERO STANDS
LLC,**

Defendant.

§ § 87(2)(b), 87(2)(g)

CASE NO. 1:19-CV-1112

PLAINTIFF'S COMPLAINT

Plaintiff SASOF III (B) Aviation Ireland, DAC (“SASOF”) brings this action against Defendant National Aero Stands, LLC (“NAS”) and alleges as follows:

PARTIES

1. SASOF is an Irish designated activity company (DAC). Its principal place of business is in Ireland.

2. NAS is a Texas limited liability corporation. Its principal place of business and headquarters are located at 500 West 5th Street, Suite 1100, Austin, Texas 78701.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000 and there is complete diversity among the parties.

4. This Court has personal jurisdiction over NAS because NAS has its headquarters and principal place of business in Austin, Texas.

5. Venue is proper in the Western District of Texas because NAS resides within the District and all or a substantial part of the events or omissions giving rise to the claim occurred within the District. *See* 28 U.S.C. § 1391.

FACTUAL BACKGROUND

6. In November 2017, SASOF and NAS entered a written agreement (“Agreement”) for the lease of a rollover engine transportation stand (“Stand”). A true and correct copy of the Agreement is attached hereto as Exhibit A. The Stand leased by SASOF is used to transport airplane engines.

7. Under the Agreement, SASOF agreed to lease the Stand from NAS and to make monthly lease payments to NAS for the term of the parties’ agreement (the Agreement Term).

8. The Agreement further provides that if the Agreement Term expires and SASOF has not returned the Stand by April 2018, SASOF thereby agrees to purchase the Stand at a price equal to the agreed value of the Stand “less amounts paid in respect thereof hereunder.” Ex. A (Agreement) at 3.¹ The Contract sets the agreed value of the Stand at \$750,000.

9. The Agreement Term expired, and SASOF did not return the Stand by April 2018. By not returning the Stand, SASOF agreed to purchase it.

10. After SASOF agreed to purchase the Stand, SASOF continued to make payments towards the purchase price of the Stand.

11. To date, SASOF has paid NAS approximately \$1,062,000 for the Stand. Thus, SASOF has actually overpaid for the Stand by \$312,000.

12. SASOF stopped making payments towards the Stand in May 2019.

13. On October 23, 2019, NAS sent a demand letter to SASOF that indicated NAS was not recognizing SASOF’s ownership of the Stand. In fact, NAS demanded that SASOF continue to make lease payments on the Stand, even though SASOF is the rightful owner of the Stand under the Agreement.

14. On October 25, 2019, in light of NAS’s wrongful claim of ownership, SASOF demanded that NAS provide a bill of sale acknowledging SASOF’s ownership of the Stand. SASOF also demanded that NAS return the \$312,000 paid by SASOF in

¹ In the interest of consistency, all page number citations refer to CM/ECF pagination.

excess of the purchase price of the Stand.

15. NAS has not provided SASOF with a bill of sale or returned the \$312,000.

**COUNT 1:
BREACH OF CONTRACT
(TEXAS COMMON LAW)**

16. The Agreement is a valid contract between the parties.

17. SASOF performed under the Agreement by making lease payments on the Stand for the Agreement Term.

18. SASOF also performed by paying NAS the agreed value of the Stand after SASOF retained and agreed to purchase the Stand.

19. SASOF has performed all conditions precedent.

20. NAS breached the Agreement by refusing to provide SASOF with a bill of sale or otherwise acknowledge SASOF's ownership of the Stand.

21. SASOF has suffered damages as a result of NAS's refusal to acknowledge SASOF's ownership of the Stand.

22. SASOF seeks actual damages, specific performance, and an injunction enjoining NAS from asserting ownership over the Stand, as well as attorney's fees and costs under both Texas Civil Practice and Remedies Code § 38.001 and the Agreement. *See* Ex. A (Agreement) at 6.

**COUNT 2:
MONEY HAD AND RECEIVED
(TEXAS COMMON LAW)**

23. SASOF overpaid NAS for the Stand by \$312,000.

24. NAS thus holds \$312,000 that in equity and good conscience belong to SASOF.

25. SASOF seeks the equitable return of the \$312,000 to prevent the unjust enrichment of NAS.

**COUNT 3:
DECLARATORY JUDGMENT
(28 U.S.C. § 2201)**

26. The dispute between SASOF and NAS concerning ownership of the Stand constitutes an actual controversy under 28 U.S.C. § 2201.

27. SASOF seeks a declaration from the Court that SASOF is the rightful owner of the Stand and that NAS has no rights in the Stand.

28. SASOF further seeks a declaration that SASOF is not currently in default under the Agreement and that SASOF did not default on its obligations under the Agreement by ceasing to make payments on the Stand.

29. The dispute between SASOF and NAS concerning NAS's retention of the \$312,000 overpayment made by SASOF also qualifies as an actual controversy under § 2201.

30. SASOF seeks a declaration from the Court that NAS is not entitled to retain the \$312,000 paid by SASOF in excess of the purchase price of the Stand.

JURY DEMAND

31. SASOF demands a jury trial on all claims that may be tried to a jury.

PRAYER FOR RELIEF

SASOF requests damages to the fullest extent permitted by law, pre- and postjudgment interest, attorney's fees and costs, and all other relief available in law and in equity to which SASOF may be entitled.

Date: November 15, 2019

Respectfully submitted,

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